

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDINGS  
MAINTENANCE SERVICES***

**PROJECT MANUAL:**  
**ASBESTOS REMOVAL:**  
**REQUIREMENTS BASED CONTRACT**  
***INVITATION FOR BID #12-08***

**Bid Opening Date: August 25, 2011 at 10:00 a.m.**

**August 2011**  
**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**SPECIFICATION TABLE OF CONTENTS**  
  
**ASBESTOS REMOVAL**  
**REQUIREMENTS BASED CONTRACT**

Cover Page	1
Table of Contents	1

Part 1 - Bidding Documents, Contract Forms, and Conditions of the Contract

1.	- Invitation for Bid	1
2.	- Instructions to Bidders	3
3.	- Bid Form	3
4.	- Bidder's Qualification Forms	
	▪ Bidder's Qualifications and References Form	2
	▪ Certificate of Non-Collusion	1
	▪ DCAM Certificate of Eligibility, Form CQ 7 (Supplied by Bidder)	
	▪ DCAM Update Statement, Form CQ-3, (Supplied by Bidder)	
	▪	
5.	- Contract Forms ( <b>Not required at time of bid</b> )	
	▪ City - Contractor Contract	3
	▪ Certificate of Authority - Corporate	1
	▪ Attestation/Certification	1
	▪ Performance Bond	1
	▪ Payment Bond	1
6.	- General Conditions of the Contract	6
8.	- Special Conditions – Commonwealth of Massachusetts & City of Newton	6
9.	- Work Specifications	6

ATTACHMENTS

1.	- MWBE/AA Requirements	
	▪ Minority/Women Business Enterprise Plan, December 1999	4
	▪ Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program	8
2.	- Wage Rate Requirements	1
	▪ Department of Labor Minimum Wage Rates	11
	▪ Statement of Compliance	1
	▪ Weekly Payroll Report Form	1

**END OF SECTION**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID NO. 12-08**

The City of Newton invites sealed bids from Contractors for

**ASBESTOS REMOVAL  
REQUIREMENTS BASED CONTRACT**

Bids will be received until: **10:00 a.m., August 25, 2011**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pickup at the Purchasing Department after **10:00 a.m., August 11, 2011.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Department of Capital Asset Management and Maintenance and a "Contractor Update Statement" (DCAM Form CQ-3). The category of work for which the Bidder must be certified is: **Asbestos removal.**

**All Asbestos bidders must be licensed by the Department of Labor and Workforce Development (M.G.L. c.149, 6B).**

The term of the awarded contract **shall extend from October 1, 2011 through September 30, 2012.** The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

Award shall be made to the bidder with the lowest **total** contract price deemed responsible and eligible.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond each in the amount of 100%** of the contract total.

**All bids shall be submitted as one ORIGINAL and one COPY.**

Some City of Newton bids are available on the City's web site at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON  
Rositha Durham  
*Chief Procurement Officer*  
August 11, 2011

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received **Friday, August 19, 2011 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-08**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND **INVITATION NUMBER**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 All bids shall be submitted with one ORIGINAL and one COPY.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation of this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM #12-08**

**TO THE AWARDING AUTHORITY:**

- A.** The undersigned proposes to furnish all labor and materials required for Asbestos Removal – Requirements Based Contract in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below.
- B.** This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,
- C.** The proposed contract price for **ITEMS 1,2,3** is: \$\_\_\_\_\_

**1. Provide pricing as below for glove bag method, based on a 2 man crew:**

**1A. Standard Rate (Mon - Fri 7:00 a.m. – 5:00 p.m.)**

\$\_\_\_\_\_per L.F. X **1250** L.F. = \$\_\_\_\_\_

**1B. Premium Rate (Mon - Fri 5:00 p.m. – 7:00 a.m. and Saturdays, Sundays and Holidays)**

\$\_\_\_\_\_per L.F. X **4,500** L.F. = \$\_\_\_\_\_

**ITEM 1A & 1B SUBTOTAL**      \$\_\_\_\_\_

The above rates are to include disposal fees and notification fees to Federal and State Agencies, Mobilization Costs and overhead and profit.

**2. Provide pricing below for full containment method, based on a 2 man crew:**

**2A. Standard Rate (Mon - Fri 7:00 a.m. – 5:00 p.m.)**

\$\_\_\_\_\_per L.F. X **2500** L.F. = \$\_\_\_\_\_

**2B. Premium Rate (Mon - Fri 5:00 p.m. – 7:00 a.m. and Saturdays, Sundays and Holidays)**

\$\_\_\_\_\_per L.F. X **1750** L.F. = \$\_\_\_\_\_

**ITEM 2A & 2B SUBTOTAL**      \$\_\_\_\_\_

The above rates are to include disposal fees and notification fees to Federal and State Agencies, Mobilization Costs and overhead and profit.

(Continued on following page)

### 3. Re-insulation/Repairs

- A. Boilers \$\_\_\_\_\_/S.F. X 2500 S.F. = \$\_\_\_\_\_
- B. Breeching \$\_\_\_\_\_/S.F. X 1000 S.F. = \$\_\_\_\_\_
- C. Pipe lagging 1/2" OD - 2" OD \$\_\_\_\_\_/L.F. X 1750 L.F. = \$\_\_\_\_\_
- D. Pipe lagging 2 1/4"OD - 4" OD \$\_\_\_\_\_/L.F. X 750 L.F. = \$\_\_\_\_\_
- E. Pipe lagging 4 1/4" OD - 6" OD \$\_\_\_\_\_/L.F. X 750 L.F. = \$\_\_\_\_\_
- F. Pipe lagging 6 1/4" OD - 8" OD \$\_\_\_\_\_/L.F. X 300 L.F. = \$\_\_\_\_\_
- G. Pipe lagging 8 1/4" OD - 10" OD \$\_\_\_\_\_/L.F. X 200 L.F. = \$\_\_\_\_\_
- H. Pipe lagging 10 1/4" OD - over \$\_\_\_\_\_/L.F. X 200 L.F. = \$\_\_\_\_\_

**ITEM 3 TOTAL** \$\_\_\_\_\_

**GRAND TOTAL\* (Items 1A&B,2A&B,3)** \$\_\_\_\_\_

**\*Bidder shall enter TOTAL for Items 1a/b, 2a/b, &3) in paragraph "C" of the Form for General Bid.**

**COMPANY NAME:** \_\_\_\_\_

**D. The undersigned has completed and submits herewith the following documents:**

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Bid Form, 3 pages
- ☐ Certificate of Eligibility for Asbestos Abatement (DCAM Form CQ7)
- ☐ Update Statement (DCAM Form CQ3)
- ☐ A five percent (5%) bid deposit.

**E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.**

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 149.

The undersigned agrees to pay the premiums for the performance and payment bonds furnished as requested herein and that all of the cost of all such premiums is included in the amount set forth in the line items of this bid.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall



furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies that s/he intends to comply with the City of Newton Minority/Women Business Enterprise Plan, dated December 1999 to further expand business opportunities for minority firms.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_

OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO

TYPE OF WORK?: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_

CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

## CITY - CONTRACTOR AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### **PUBLIC BUILDING MAINTENANCE SERVICE: ASBESTOS ABATEMENT**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents that are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #12-08 issued by the Purchasing Department;
- c. The Project Manual for Asbestos Removal including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) N/A;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of the awarded contract shall **extend from October 1, 2011 through September 30, 2012**. The City shall have the option, at its sole discretion, to renew this contract for two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

**XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

**CONTRACTOR**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following accounts:

01-115-02-52407 - \_\_\_\_\_

01-115-06-52407 - \_\_\_\_\_

01-115-03-5290 - \_\_\_\_\_

98550690-52407 - \_\_\_\_\_

I further certify that the Mayor, or his  
designee, is authorized to execute contracts and  
approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Buildings*

Date \_\_\_\_\_

Approved as to Legal Form and  
Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

# CITY OF NEWTON, MASSACHUSETTS

## PERFORMANCE BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2011 for the construction of \_\_\_\_\_ in Newton, Massachusetts.

(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_day of \_\_\_\_\_ 2011.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON, MASSACHUSETTS**

**PAYMENT BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2011 for the construction of \_\_\_\_\_ in Newton, Massachusetts.

(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_day of\_\_\_\_\_2011.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**END OF SECTION**

## **CITY OF NEWTON**

### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

#### **1.0 DEFINITIONS**

##### **1.1 THE CONTRACT DOCUMENTS**

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

##### **1.2 THE WORK**

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

##### **1.3 OWNER**

The term "Owner" is the City of Newton.

##### **1.4 CONTRACT OFFICER**

The term "Contract Officer" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

##### **1.5 CONTRACTOR**

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

##### **1.6 SUBSTANTIAL COMPLETION**

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

#### **2.0 CONTRACT ADMINISTRATION**

##### **2.1 PRE-CONSTRUCTION CONFERENCE**

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

## **2.2 CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## **2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK**

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## **2.4 CHANGES**

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

## **2.5 PAYMENTS**

### **2.5.1 CONTRACT PRICE**

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **2.6 APPLICATIONS FOR PAYMENT**

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

## **2.7 FINAL PAYMENT**

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## **2.8 GUARANTY AND WARRANTY**

### **2.8.1 WARRANTY**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## 2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

## 2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

## 2.9.3 CERTIFICATES OF INSURANCE, POLICIES

i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

#### 2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

#### 2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

#### 2.12 TERMINATION

##### 2.12.1 TERMINATION FOR CAUSE

i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- b. A receiver has been appointed of the Contractor's property.
- c. All or a part of the Work has been abandoned.
- d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
- e. The Owner has determined that the rate of progress required on the project is not being met.
- f. The Contractor has substantially violated any provisions of this Contract.

ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.

iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

##### 2.12.2 TERMINATION - NO FAULT

i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.



- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## **2.13 PERMITS, FEES, AND NOTICES**

- 2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
- 2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **2.14 SAFETY REQUIREMENTS**

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

## **2.15 TEMPORARY HEATING**

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work materials against damage by dampness and cold, to dry out the Work, and to facilitate the completion of the Work. Any permanent heating equipment used shall be turned over to the City in the condition and at the time required by the specifications.

## **2.16 AVAILABILITY AND USE OF UTILITY SERVICES**

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- 2.16.2 The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

## **2.17 DISPUTES**

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.

- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the City, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## **2.18 LIQUIDATED DAMAGES**

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.
- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

## **3.0 SALES TAX EXEMPTION AND OTHER TAXES**

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

## **3.1 PROHIBITION AGAINST LIENS**

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

## **3.2 ORDER OF PRECEDENCE**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

## **3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

**END OF SECTION**

**SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

Article 1 - Method of Paying Subcontractors  
(MGL. C.30, s.39F) 25

Article 2 - Method of Paying General Contractors  
(MGL. C.30, s.39K) .....26

Article 3 - Claims for Unforeseen Conditions  
(MGL. C.30, s.39N) .....27

Article 4 - Claims for Delay  
(MGL. C.30, s.390) ..... 27

Article 5 - Decisions and Approvals by Engineer  
or Architect  
(MGL. C.30, s.39P) ..... 28

Article 6 - Preference in Employment, Wages  
(MGL. C.149, s.26) ..... 28

Article 7 - Hours of Work  
(MGL. C.149, s.34) ..... 28

Article 8 - Work by Foreign Corporations  
(MGL. C.30, s.39L) ..... 29

## **SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

### **Article 1. METHOD OF PAYING SUBCONTRACTORS**

**(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)**

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the

amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## **Article 2. METHOD OF PAYING GENERAL CONTRACTORS**

**(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)**

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the

amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

### **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

**(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)**

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

### **Article 4. CLAIMS FOR DELAY**

**(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)**

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.



(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

## **Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT**

**(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)**

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

## **Article 6. PREFERENCE IN EMPLOYMENT, WAGES**

**(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).**

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

## **Article 7. HOURS OF WORK**

**(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to

such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

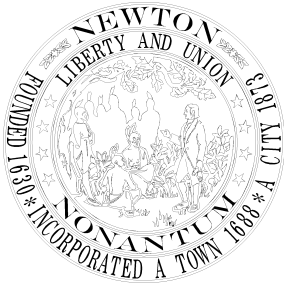
#### **Article 8. WORK BY FOREIGN CORPORATIONS**

**(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).**

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

**END OF SECTION**





Stephanie Gilman, A.I.A.  
Public Buildings Commissioner

## **ASBESTOS OPERATION MAINTENANCE SERVICE CONTRACT – FY2012**

### **PART 1 - SCOPE OF WORK**

- 1.01 Provide all the labor, supervision, materials, tools, equipment and transportation necessary to remove and dispose of asbestos-containing materials from City-owned facilities upon the request of the Public Buildings department during the period of day of contract execution through 12 months, with the option to extend for two (2) additional one year periods in accordance with the following Price Schedule. All prices shall include disposal fees and notification fees to Federal and State Agencies, Mobilization Costs, as well as the cost for installing a Standard Decontamination Facility (Clean Room, Shower Room and Dirty Room), and/or the cost of using Glove Bags and shall be in accordance with the Commonwealth of Massachusetts, Department of Labor and Industries, Division of Industrial Safety “Minimum Wage Rates” as determined by the Commissioner under provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D.
- 1.02 This Contractor shall supply his own staging and scaffolding; he shall install all temporary lights, power, water and sanitary systems; he shall provide City-approved portable fire protection.
- 1.03 This Contractor shall erect a decontamination system for personnel and one for material, shall provide and install engineering devices to control fiber levels, shall remove, transport, and dispose of, in an approved landfill, the existing asbestos-containing material.
- 1.04 The City expects the Buildings to be in the same condition after this work is completed as it was before.
- 1.05 This Contractor shall make a schedule for performing any work required and shall provide a schedule to the City’s representative for approval prior to commencement of the requested work.
- 1.06 The Contractor shall obtain, on a work sheet, a signature of someone in authority in the building in which the requested work is to be done. The times noted on the work sheet will constitute the start of work and the finish of work. An example of “someone in authority” would be the Senior Custodian in a School. No work shall begin prior to advising the Public Buildings Department and Building Representative of the work.
- 1.07 The successful Contractor shall provide, with his proposal, written proof of his Company’s compliance with all State licensing requirements.

### **PART 11 - REGULATIONS**

#### **2.01 REMOVAL AND DISPOSAL**

A. The Contractor shall comply with the latest requirements of the following regulations governing asbestos removal and disposal:

1. U.S. Environmental Protection Agency Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61, Subparts A and B);
2. U.S. Environmental Protection Agency Regional National Emissions Standards for Hazardous Air Pollutants (NESHAPS);

3. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910.1001);

4. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, “Asbestos-Containing Materials in School Buildings”, Part 1 and Part 2;

5. Department of Education Final Regulations for Asbestos Detection and Control (34 CFR Parts 230 and 231);

6. American National Standard Practices for Respiratory Protection, ANSI Z88.2-1969;

7. Any other applicable Federal, State, County, or Local Rules or Regulations.

B. The Contractor shall notify the Regional EPA Office, in writing, ten (10) days before any work begins.

C. When required, this Contractor shall install 4 mil polyethylene sheets on the floor of the Work Area; seal all openings.

D. The Contractor shall be responsible for obtaining a waste disposal site.

E. The Contractor shall furnish documented proof to the City, before final payment, that all asbestos material has been disposed of in a legal, regulated landfill.

#### AIR MONITORING

A. Throughout the removal and cleaning operations, air sample monitoring by the City will be conducted to ensure that the Contractor is complying with all codes, regulations and ordinances.

B. All air testing shall be done according to the method prescribed by OSHA Regulations, Section 1910-1001.

C. The City will provide an Air Monitoring Specialist (Certified Industrial Hygienist) to take the air samples at no cost to the Contractor. His schedule will be as follows:

1. Every day through the Contract, at the direction of the City.

2. After asbestos removal is completed, but before the Work Area “cocoon” is demolished; this is called “The Clean Air Test”.

D. Testing for OSHA conformance shall be at Contractor’s expense.

Note: If at any time, any air sample outside the Work Area rises above 0.04 fibers/c.c. (action level), the work will be stopped immediately, and air cleaning procedures will be implemented. An area shall be considered decontaminated only if the asbestos count is zero; an area that is visually clean must be dust-free and decontaminated to be considered completed.

### PART 111 - WORKER PROTECTION

#### 3.01 DRESS AND EQUIPMENT

A. Workers shall wear disposable, full-body coveralls and disposable head covers in the work area. Footwear may be disposable. Non-disposable footwear shall be left in the work area at all times until disposal at job completion.

B. According to OSHA CFR Title 29, Section 1910.1001, Engineering Controls are required to meet exposure limits. For this reason air cleaning mechanisms are required to minimize airborne fibers.

C. A detectable negative pressure shall be maintained within the environmental containment. All air exhausted from the containment must be filtered through (HEPA) filters. The City or its representative will check this negative pressure. If the negative pressure is not maintained, all work will cease immediately until the integrity of the system is reestablished.

D. The Contractor shall screen workers to determine if they are able to perform the work and wear respirators, and shall also instruct and train his employees in the need for, and how to perform, proper work practices. He shall supervise these work practices to assure compliance. The workers must be clean-shaven in order for the respirator to be sealed properly.

E. In accordance with NIOSH, OSHA, and NASI Regulations, the Contractor must have a formal respiratory program that must consist of the following:

- Employees training covering the hazards of asbestos, respirator protection, respiratory fitting and testing, and decontamination procedures.
- Medical exams consisting of x-rays, pulmonary function tests, and general health conditions.
- Keeping records of all personal medical exams and exposure levels for twenty (20) years.

## **PART IV - REMOVAL METHODS**

4.01 Two methods of insulation removal shall be employed during this work: Full containment and Glove Bag, at the discretion of the Contractor, subject to the approval of the Monitor. Both methods shall be employed according to regulations listed in Paragraph 2.01 of these Specifications.

4.02 Using the full Containment Method, the Contractor shall construct a Decontamination Facility outside the Work Area consisting of three chambers as follows:

1. The Dirty Room shall have two doorways, one leading to the Work Area and one leading to the Shower Room. The Dirty Room shall be of sufficient size so as to accommodate at least one uniform, a 6 mil disposal bag and container and any equipment which the Contractor wishes to store when not in use.
2. The Shower Room shall have two doorways, one leading to the Dirty Room and one leading to the Clean Room. At least one shower with hot and cold water shall be installed in this room. The shower shall be constructed in such a manner that all water will be collected and pumped through a 5 micron filter.  
From the filter, water may be drained off in any conventional manner. Careful attention shall be paid to the construction of the shower to insure against leaking of any kind. The Contractor shall supply and maintain soap at all times in the shower area.
3. The Clean Room shall consist of two doorways, one leading to the Shower Room and one to the outside. The Clean Room shall be of sufficient size to accommodate at least one worker, towels for the workers, and storage for street clothing.
4. The rooms shall be constructed of 6 mil polyethylene and a suitable frame to make it as air tight as possible. The sheets of polyethylene shall be overlapped at least 3 inches. Tape shall then be used to seal the joints on both the inside and outside of the chamber. Floors shall be constructed of two layers of 6 mil polyethylene.
5. Doorways shall consist of two sheets of 6 mil polyethylene hung from ceiling to floor. The width of these polyethylene sheets shall be sufficient to prohibit air movement through the doorways. Polyethylene shall be hung in such a manner as to allow personnel to maneuver between the sheets without allowing general air movement through the chambers.

4.03 Using the Glove Bag Method, the Contractor's workers shall employ glove bags in accordance with 453 CMR 6.14 (4) and CFR 1926.58.

4.04 In most of the buildings, on the Boiler Room walls, opposite the Boilers, there are Electrical Control Panels. This Contractor shall erect a plywood barrier wall large enough to completely cover the polyethylene, to protect these Panels.

## **PART V - REMOVAL**

- 5.01 The insulation shall be wet with water containing a wetting agent to enhance penetration. The material shall be sufficiently saturated to minimize emission of airborne fibers.
- 5.02 The insulation shall be removed carefully and deliberately, placed in 6 mil polyethylene bags (double-bagged), sealed, and labeled, all in accordance with applicable OSHA and EPA regulations.
- 5.03 After all the insulation has been removed from the Work Area and the Contractor feels that the Work Area is ready for inspection and for the final test, he shall request a visual inspection by the Project Monitor. If the Monitor does not detect any visible

contamination, and has assured himself that the Work Area is visually clean, he shall perform the final test, as required. If the results of the final test are not satisfactory, the Contractor shall repeat the cleaning and the Monitor will repeat the final test until the Work Area passes, all at the Contractor's expense.

5.04 After the Work Area has passed the final test, the Contractor shall remove the polyethylene sheets. The sheets, tape, and any other remaining trash and debris shall be placed in 6 mil polyethylene bags, sealed, labeled, and disposed of, as asbestos waste, in an approved waste disposal site.

5.05 After the Work Area has passed the final test, and after the polyethylene sheets have been removed from the walls, floors, et al, this Contractor shall remove the plywood barrier wall protecting the Electrical Control Panel if applicable; he shall take the plywood from the buildings.

## **PART VI - DISPOSAL**

6.01 All material that has been bagged, sealed, and labeled, shall be stored in a safe area on site until it is transported to an approved waste disposal site, where it shall be disposed of.

## **PART VII - QUALITY ASSURANCE AND CONTROL**

7.01 The City of Newton Public Buildings Commissioner and his Representative reserve the right to inspect the job site at any time.

## **PART VIII - REPLACEMENT INSULATION - AS REQUESTED**

### **8.01 PIPE AND PIPE FITTING INSULATION**

- A. Provide all the material, tools and labor necessary to re-insulate every pipe and pipe fitting that has had its insulation removed under these specifications.
- B. The piping shall be covered with one inch thick calcium silicate insulation securely wired in place with stainless steel wire spaced about fifteen inches on center. Note: No fiberglass insulation shall be used; no valves shall be re-insulated.
- C. Over the insulated surfaces apply a layer of re-wettable cloth, properly adhered.
- D. The fittings shall be covered with one inch of insulating cement and a final finish of re-wettable cloth.

### **8.02 BOILER INSULATION**

- A. Provide all the material, tools, and labor necessary to re-insulate the Boilers.
- B. These Boilers shall be covered with two inch thick calcium silicate block securely wired in place with stainless steel wire spaced about twelve inches on center.
- C. Apply a layer of 1" hex wire mesh over the block and securely lace it in place.
- D. Apply a layer of Keene Super Powerhouse, or equal, cement trowelled to a hard smooth finish.

- E. Finish the cemented area with a final finish of re-wettable cloth.
- F. Replace the asbestos roping between all the boiler sections with new non-asbestos-containing roping material.

### 8.03 BOILER BREECHING RE-INSULATION

If requested by the City and subject to satisfactory price negotiation, the Contractor will provide;

- A. The boiler breeching, including the boiler smokehoods and fittings, shall be covered with two inch thick calcium silicate block securely pinned in place with stud-welded pins spaced approximately twelve inches on center. Impale the insulation over the pins and secure with speed washers.
- B. Stretch a one-inch hex wire mesh over the insulation block and securely lace it in place.
- C. Apply a layer of Keene Super Powerhouse, or equal, cement over the entire insulated surface.
- D. Finish the cemented area with re-wettable cloth.

## PART IX - JOB CONDITIONS FOR FINAL PAYMENT

### 9.01 DAMAGES

All damages caused to adjacent facilities shall be repaired before final payment is authorized.

### 9.02 PROOF OF FINAL DISPOSITION

The following documents shall be submitted to the City, before the Final Request for Payment:

- 1. Proof of Final Disposition of the asbestos-containing material. The Contractor must submit signed weigh bills or dump receipts as a condition of final payment.
- 2. Payroll Records and Release of Lien Affidavits.

## PART X - GENERAL CONDITIONS

### 10.01 TEMPORARY UTILITIES

The City shall pay for the following utilities for the Contractor's use:

- 1. Existing electrical outlets in the Work Area and near the decontamination facility to power the Contractor's equipment.
- 2. Existing hot and cold water taps adjacent to the Work Area and near the decontamination facility for the Contractor's use.

Note: The Contractor shall supply his own extension cords and plumbing hoses to connect his equipment to the utilities furnished by the City.

## PART XI - PRICING

- 11.01 Provide pricing, in paragraph "C" of the form for General Bid, for glove bag method, based on a 2 man crew/4 hours each (Standard Rate and Premium Rate):

The above rates are to include disposal fees and notification fees to Federal and

State Agencies, Mobilization Costs and overhead and profit.

11.02 Provide pricing in paragraph “C” of the form for General Bid, for full containment method, based on a 2 man crew/ 4 hours each (Standard Rate and Premium Rate):

11.03 Provide pricing in paragraph “C” of the form for General Bid, for Re-insulation/Repairs.

## **PART XII – RATE OF PAY**

### **LABOR CHARGES**

Bidders shall submit on the Bid Form in the Project Manual a unit price unit of measure for each type of service. The price bid shall include all materials, labor charge, equipment, overhead, profit, travel costs and other charges of these specifications.

1. Standard Rate:

- a. **The Contractor shall perform routine work within the specifications of this bid as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.**
- b. **The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.**

2. Premium Rate

- a. The Premium Rate shall apply to any work which the city requests the Contractor to commence between 5:00 PM and 8:00 AM Monday through Friday, and anytime on Saturday or Sunday, or any replacement which the City requires the Contractor to commence within 2 hours or less of notification.
- b. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate replacement.

## **PART XIII - QUESTIONS**

All questions that a Bidder may have, shall be submitted in writing and faxed, 72 hours prior to the bid opening, to:

Purchasing Department  
Chief Procurement Officer  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

or

FAX to: (617) 796-1227

BID NO. 09-27 - Annual Asbestos Removal

All answers shall be provided in the form of an addendum and available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids)

**END OF SECTION**

**CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
DECEMBER 1, 1999  
JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor



CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
JANUARY 21, 2010

**I. DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.



These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### IV. CONSTRUCTION ACTIVITIES:

#### A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- 
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,



national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

**XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

**XII. Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
  - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or  
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
  - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
  - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance  
with the terms of the City's affirmative action construction contract requirements; OR,
  - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
  - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145



## **Attachment B**

### **CITY OF NEWTON**

#### **Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

#### CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_ Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## Attachment C

### CITY OF NEWTON

#### Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

#### SUBCONTRACTOR`S CERTIFICATION

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



IOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

Job Location: Various Locations									
Classification		Effective Dates and Total Rates							
<b>Construction</b>									
(2 AXLE) DRIVER - EQUIPMENT		08/01/2011	\$46.120	12/01/2011	\$46.780	06/01/2012	\$47.080		
		08/01/2012	\$47.430	12/01/2012	\$48.460				
(3 AXLE) DRIVER - EQUIPMENT		08/01/2011	\$46.190	12/01/2011	\$46.850	06/01/2012	\$47.150		
		08/01/2012	\$47.500	12/01/2012	\$48.530				
(4 & 5 AXLE) DRIVER - EQUIPMENT		08/01/2011	\$46.310	12/01/2011	\$46.970	06/01/2012	\$47.270		
		08/01/2012	\$47.620	12/01/2012	\$48.650				
ADS/SUBMERSIBLE PILOT		08/01/2011	\$107.800						
AIR TRACK OPERATOR		06/01/2011	\$50.850	12/01/2011	\$52.100				
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.		12/01/2009	\$40.250						
ASPHALT RAKER		06/01/2011	\$50.350	12/01/2011	\$51.600				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE		06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
		12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BACKHOE/FRONT-END LOADER		06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
		12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BARCO-TYPE JUMPING TAMPER		06/01/2011	\$50.350	12/01/2011	\$51.600				
BLOCK PAVER, RAMMER / CURB SETTER		06/01/2011	\$50.850	12/01/2011	\$52.100				
BOILER MAKER		01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29									
Ratio	Step	1	2	3	4	5	6	7	8
1:5	%	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:									
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97									
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)		08/01/2011	\$73.000	02/01/2012	\$73.990				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton									
Ratio	Step	1	2	3	4	5			
1:5	%	50.00	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:									
Step 1\$49.72/2\$54.38/3\$59.03/4\$63.69/5\$68.34									
BULLDOZER/GRADER/SCRAPER		06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120		
		12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290		
CAISSON & UNDERPINNING BOTTOM MAN		06/01/2011	\$51.250	12/01/2011	\$52.500				
CAISSON & UNDERPINNING LABORER		06/01/2011	\$50.100	12/01/2011	\$51.350				
CAISSON & UNDERPINNING TOP MAN		06/01/2011	\$50.100	12/01/2011	\$51.350				
CARBIDE CORE DRILL OPERATOR		06/01/2011	\$50.350	12/01/2011	\$51.600				
CARPENTER		03/01/2011	\$56.230	09/01/2011	\$57.360	03/01/2012	\$58.480		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 1 of 10



DEVAL L. PATRICK  
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TIMOTHY P. MURRAY  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: CARPENTER - Zone 2 Eastern MA											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
Apprentice wages shall be no less than the following:											
Step 1526.27/2529.47/3541.91/4543.51/5546.68/6546.68/7551.46/8550.87											
CEMENT MASONRY/PLASTERING						08/01/2011	\$70.770	02/01/2012	\$71.540		
CHAIN SAW OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						06/01/2011	\$62.290	12/01/2011	\$62.920	06/01/2012	\$63.490
						12/01/2012	\$64.110	06/01/2013	\$64.890	12/01/2013	\$65.670
COMPRESSOR OPERATOR						06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740
						12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290
DELEADER (BRIDGE)						07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410
						01/01/2013	\$68.410				
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1529.31/2534.57/3537.00/4539.43/5550.35/6552.75/7555.18/8560.05											
DEMO: ADZEMAN						06/01/2011	\$50.100	12/01/2011	\$51.350		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR						06/01/2011	\$51.100	12/01/2011	\$52.350		
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1538.28/2541.49/3544.69/4547.90											
DEMO: BURNERS						06/01/2011	\$50.850	12/01/2011	\$52.100		
APPRENTICE: LABORER Demo Burners											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice Wages shall be no less than the following:											
Step 1538.13/2541.31/3544.49/4547.67											
DEMO: CONCRETE CUTTER/SAWYER						06/01/2011	\$51.100	12/01/2011	\$52.350		
DEMO: JACKHAMMER OPERATOR						06/01/2011	\$50.850	12/01/2011	\$52.100		
DEMO: WRECKING LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350		
APPRENTICE: LABORER Demo Wrecking Laborer											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1537.68/2540.79/3543.89/4547.00											

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Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 2 of 10



DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-08

City/Town: NEWTON

Description of Work: Annual Asbestos Removal Service Contract

Job Location: Various Locations

Classification	Effective Dates and Total Rates										
DIRECTIONAL DRILL MACHINE OPERATOR											
DIVER											
DIVER TENDER											
DIVER TENDER (EFFLUENT)											
DIVER/SLURRY (EFFLUENT)											
ELECTRICIAN											
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:						App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80					
1537.38/2537.38/3544.81/4544.81/5546.95/6549.08/7551.22/8553.35/9555.49/10557.62											
ELEVATOR CONSTRUCTOR											
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:						Steps 1-2 are 6 mos.; Steps 3-5 are 1 year					
Step 1534.26/2543.76/3548.86/4551.41/5556.50											
ELEVATOR CONSTRUCTOR HELPER											
FENCE & GUARD RAIL ERECTOR											
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)											
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)											
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)											
FIRE ALARM INSTALLER											
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING											
FIREMAN (ASST. ENGINEER)											
FLAGGER & SIGNALER											
FLOORCOVERER											
APPRENTICE: FLOORCOVERER - Local 2168 Zone I											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Apprentice rates shall be no less than the following:						Steps are 750 hrs.					
Step 1528.38/2530.17/3541.41/4543.20/5546.78/6548.57/7552.15/8553.95											
FORK LIFT/CHERRY PICKER											
GENERATOR/LIGHTING PLANT/HEATERS											

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Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 3 of 10



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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-08

City/Town: NEWTON

Description of Work: Annual Asbestos Removal Service Contract

Job Location: Various Locations

Classification		Effective Dates and Total Rates							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)				07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910
				01/01/2013	\$57.910				
APPRENTICE: GLAZIER - Local 35 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:				Steps are 750 hrs.					
Step 1\$24.06/2\$28.79/3\$30.70/4\$32.60/5\$34.00/6\$44.87/7\$46.78/8\$50.60									
HOISTING ENGINEER/CRANES/GRADALLS				06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
				12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
APPRENTICE: HOIST/PORT. ENG. - Local 4									
Ratio	Step	1	2	3	4	5	6	7	8
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:									
Step 1\$31.50/2\$45.65/3\$47.61/4\$49.56/5\$51.52/6\$53.47/7\$55.43/8\$57.38									
HVAC (DUCTWORK)				08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
				02/01/2013	\$70.490				
HVAC (ELECTRICAL CONTROLS)				03/01/2011	\$68.290				
HVAC (TESTING AND BALANCING - AIR)				08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
				02/01/2013	\$70.490				
HVAC (TESTING AND BALANCING -WATER)				09/01/2010	\$68.730				
HVAC MECHANIC				09/01/2010	\$68.730				
HYDRAULIC DRILLS				06/01/2011	\$50.850	12/01/2011	\$52.100		
INSULATOR (PIPES & TANKS)				09/01/2010	\$61.660				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston									
Ratio	Step	1	2	3	4				
1:4	%	50.00	60.00	70.00	80.00				
Apprentice wages shall be no less than the following:				Steps are 1 year					
Step 1\$37.34/2\$42.20/3\$47.07/4\$51.93									
IRONWORKER/WELDER				03/16/2011	\$61.930	09/16/2011	\$62.930	03/16/2012	\$63.930
				09/16/2012	\$64.930	03/16/2013	\$66.180		
APPRENTICE: IRONWORKER - Local 7 Boston									
Ratio	Step	1	2	3	4	5	6		
**	%	60.00	70.00	75.00	80.00	85.00	90.00		
Apprentice wages shall be no less than the following:				** Structural 1:6; Ornamental 1:4					
Step 1\$47.42/2\$51.05/3\$52.86/4\$54.67/5\$56.49/6\$58.30									
JACKHAMMER & PAVING BREAKER OPERATOR				06/01/2011	\$50.350	12/01/2011	\$51.600		
LABORER				06/01/2011	\$50.100	12/01/2011	\$51.350		

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Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 4 of 10



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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-08

City/Town: NEWTON

Description of Work: Annual Asbestos Removal Service Contract

Job Location: Various Locations

Classification		Effective Dates and Total Rates						
APPRENTICE: LABORER - Zone 1								
Ratio	Step	1	2	3	4			
1:5	%	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00								
LABORER: CARPENTER TENDER				06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: CEMENT FINISHER TENDER				06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER				06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: MASON TENDER				06/01/2011	\$50.350	12/01/2011	\$51.600	
LABORER: MULTI-TRADE TENDER				06/01/2011	\$50.100	12/01/2011	\$51.350	
LABORER: TREE REMOVER				06/01/2011	\$50.100	12/01/2011	\$51.350	
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.								
LASER BEAM OPERATOR				06/01/2011	\$50.350	12/01/2011	\$51.600	
MARBLE & TILE FINISHERS				08/01/2011	\$60.950	02/01/2012	\$61.740	
APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:3	%	50.00	60.00	70.00	80.00	90.00		
Apprentice wages shall be no less than the following:								
Step 1\$43.19/2\$46.74/3\$50.29/4\$53.85/5\$57.40								
MARBLE MASONS, TILELAYERS & TERRAZZO MECH				08/01/2011	\$73.040	02/01/2012	\$74.030	
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:3	%	50.00	60.00	70.00	80.00	90.00		
Apprentice wages shall be no less than the following:								
Step 1\$49.74/2\$54.40/3\$59.06/4\$63.72/5\$68.38								
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)				07/01/2011	\$30.290			
MECH. SWEEPER OPERATOR (ON CONST. SITES)				06/01/2011	\$60.940	12/01/2011	\$61.560	
				12/01/2012	\$62.740	06/01/2013	\$63.510	
						12/01/2013	\$64.290	
MECHANICS MAINTENANCE				06/01/2011	\$60.940	12/01/2011	\$61.560	
				12/01/2012	\$62.740	06/01/2013	\$63.510	
						12/01/2013	\$64.290	
MILLWRIGHT (Zone 1)				04/01/2011	\$57.850			
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1								
Ratio	Step	1	2	3	4	5	6	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	
							80.00	
							85.00	
Apprentice wages shall be no less than the following:								
Step 1\$37.10/2\$38.77/3\$42.04/4\$43.72/5\$46.19/6\$47.87/7\$50.35/8\$52.02								
MORTAR MIXER					06/01/2011	\$50.350	12/01/2011	\$51.600

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Wage Request Number: 20110803-009

Page 5 of 10





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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates									
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	06/01/2011	\$43.340	12/01/2011	\$43.680	06/01/2012	\$43.960				
	12/01/2012	\$44.300	06/01/2013	\$44.720	12/01/2013	\$45.140				
OILER (TRUCK CRANES, GRADALLS)	06/01/2011	\$46.520	12/01/2011	\$46.910	06/01/2012	\$47.250				
	12/01/2012	\$47.640	06/01/2013	\$48.120	12/01/2013	\$48.610				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120				
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290				
PAINTER (BRIDGES/TANKS)	07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410				
	01/01/2013	\$68.410								
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Steps are 750 hrs.										
Step 1529.31/2534.57/3537.00/4539.43/5550.35/6552.75/7555.18/8560.05										
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2011	\$56.310	01/01/2012	\$57.310	07/01/2012	\$58.310				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$59.310								
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1524.76/2529.56/3531.54/4533.51/5543.98/6545.92/7547.90/8551.86										
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2011	\$54.370	01/01/2012	\$55.370	07/01/2012	\$56.370				
	01/01/2013	\$57.370								
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1523.79/2528.49/3530.37/4532.25/5542.62/6544.47/7546.35/8550.11										
PAINTER (TRAFFIC MARKINGS)	06/01/2011	\$50.100	12/01/2011	\$51.350						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910				
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$57.910								
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:										
Steps are 750 hrs.										
Step 1524.06/2528.79/3530.70/4532.60/5543.00/6544.87/7546.78/8550.60										
PAINTER / TAPER (BRUSH, REPAINT)	07/01/2011	\$52.970	01/01/2012	\$53.970	07/01/2012	\$54.970				
	01/01/2013	\$55.970								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 6 of 10



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Apprentice wages shall be no less than the following:						Steps are 750 hrs.					
Step 1523.09/2527.72/3529.53/4531.34/5541.64/6543.42/7545.23/8548.85											
PANEL & PICKUP TRUCKS DRIVER						08/01/2011	\$45.950	12/01/2011	\$46.610	06/01/2012	\$46.910
						08/01/2012	\$47.260	12/01/2012	\$48.290		
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2011	\$65.320				
PILE DRIVER						08/01/2011	\$65.320				
APPRENTICE: PILE DRIVER - Local 56 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
Apprentice wages shall be no less than the following:											
Step 1549.27/2551.28/3553.28/4555.29/5557.30/6559.30/7561.31/8563.31											
PIPEFITTER & STEAMFITTER						09/01/2010	\$68.730				
APPRENTICE: PIPEFITTER - Local 537											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
Apprentice Rates-Step1533.44/2543.38/3550.29/4554.90/5559.51						** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.					
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)											
PIPELAYER						06/01/2011	\$50.350	12/01/2011	\$51.600		
PLUMBERS & GASFITTERS						03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
						09/01/2012	\$70.300	03/01/2013	\$71.550		
APPRENTICE: PLUMBER - Local 12											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
Apprentice wages shall be no less than the following:						** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr					
Step 1530.01/2532.89/3541.54/4547.31/ 4wlic\$50.20 /5553.09/ 5wlic\$55.98											
PNEUMATIC CONTROLS (TEMP.)						09/01/2010	\$68.730				
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2011	\$50.350	12/01/2011	\$51.600		
POWDERMAN & BLASTER						06/01/2011	\$51.100	12/01/2011	\$52.350		
POWER SHOVEL/DERRICK/TRENCHING MACHINE						06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
						12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
PUMP OPERATOR (CONCRETE)						06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
						12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
PUMP OPERATOR (DEWATERING, OTHER)						06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740
						12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290
READY-MIX CONCRETE DRIVER						05/01/2011	\$41.690				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 7 of 10



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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-08

City/Town: NEWTON

Description of Work: Annual Asbestos Removal Service Contract

Job Location: Various Locations

Classification	Effective Dates and Total Rates					
RECLAIMERS	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$48.420				
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2011	\$36.810				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.						
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						
APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2						
Ratio	Step	1	2	3	4	5
1:5	%	60.00	60.00	65.00	70.00	75.00
						80.00
						85.00
						90.00
Apprentice wages shall be no less than the following:						
Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39						
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
ROLLER/SPREADER/MULCHING MACHINE	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg)	08/01/2011	\$56.860	02/01/2012	\$57.860	08/01/2012	\$58.860
	02/01/2013	\$59.860				
APPRENTICE: ROOFER - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.						
Apprentice rates no less than: Step 1\$31.71/2\$42.24/3\$44.06/4\$47.72/5\$51.38						
ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2011	\$57.110	02/01/2012	\$58.110	08/01/2012	\$59.110
	02/01/2013	\$60.110				
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33						
Ratio	Step	1	2	3	4	5
**	%	50.00	60.00	65.00	75.00	85.00
Apprentices wages shall be paid no less than the following:						
Step 1\$31.84/2\$42.39/3\$44.23/4\$47.91/5\$51.59						
SHEETMETAL WORKER	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
	02/01/2013	\$70.490				
APPRENTICE: SHEET METAL WORKER - Local 17-A						
Ratio	Step	1	2	3	4	5
1:4	%	40.00	45.00	50.00	60.00	65.00
						75.00
						85.00
Apprentice wages shall be no less than the following:						
Step 1\$29.49/2\$35.19/3\$38.16/4\$43.32/5\$46.03/6\$51.45/7\$56.37						
SIGN ERECTOR	06/01/2009	\$37.780				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27  
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Wage Request Number: 20110803-009

Page 8 of 10



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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8	9	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 4 mos.					
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30											
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						08/01/2011	\$46.410	12/01/2011	\$47.070	06/01/2012	\$47.370
						08/01/2012	\$47.720	12/01/2012	\$48.750		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						08/01/2011	\$46.700	12/01/2011	\$47.360	06/01/2012	\$47.660
						08/01/2012	\$48.010	12/01/2012	\$49.040		
SPRINKLER FITTER						01/01/2011	\$70.550	09/01/2011	\$71.350	01/01/2012	\$71.500
						03/01/2012	\$72.250	09/01/2012	\$73.250	01/01/2013	\$73.400
						03/01/2013	\$74.400				
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.20/2\$38.75/3\$41.30/4\$43.85/5\$46.40/6\$48.95/7\$51.50/8\$54.05/9\$56.60/10\$59.15											
STEAM BOILER OPERATOR						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
TELECOMMUNICATION TECHNICIAN						03/01/2011	\$56.300				
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
Apprentice wages shall be no less than the following:											
Step 1\$37.09/2\$38.69/3\$40.30/4\$41.89/5\$43.49/6\$45.10/7\$48.30/8\$49.90											
TERRAZZO FINISHERS						08/01/2011	\$71.940	02/01/2012	\$72.930		
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following:											
Step 1\$49.19/2\$53.74/3\$58.29/4\$62.84/5\$67.39											
TEST BORING DRILLER						06/01/2011	\$51.500	12/01/2011	\$52.750		
TEST BORING DRILLER HELPER						06/01/2011	\$50.220	12/01/2011	\$51.470		
TEST BORING LABORER						06/01/2011	\$50.100	12/01/2011	\$51.350		
TRACTORS/PORTABLE STEAM GENERATORS						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 08/03/2011

Wage Request Number: 20110803-009

Page 9 of 10



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**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



JOANNE F. GOLDSTEIN  
Secretary  
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**Awarding Authority:** City of Newton

**Contract Number:** 12-08

**City/Town:** NEWTON

**Description of Work:** Annual Asbestos Removal Service Contract

**Job Location:** Various Locations

Classification	Effective Dates and Total Rates					
TRAILERS FOR EARTH MOVING EQUIPMENT	08/01/2011	\$46.990	12/01/2011	\$47.650	06/01/2012	\$47.950
	08/01/2012	\$48.300	12/01/2012	\$49.490		
TUNNEL WORK - COMPRESSED AIR	06/01/2011	\$62.930	12/01/2011	\$64.180		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	06/01/2011	\$64.930	12/01/2011	\$66.180		
TUNNEL WORK - FREE AIR	06/01/2011	\$55.000	12/01/2011	\$56.250		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	06/01/2011	\$57.000	12/01/2011	\$58.250		
VAC-HAUL	08/01/2011	\$46.410	12/01/2011	\$47.070	06/01/2012	\$47.370
	08/01/2012	\$47.720	12/01/2012	\$48.750		
WAGON DRILL OPERATOR	06/01/2011	\$50.350	12/01/2011	\$51.600		
WASTE WATER PUMP OPERATOR	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670
WATER METER INSTALLER	03/01/2011	\$67.500	09/01/2011	\$68.250	03/01/2012	\$69.050
	09/01/2012	\$70.300	03/01/2013	\$71.550		

**Additional Apprentices Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27  
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a  
violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the  
Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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**Wage Request Number:** 20110803-009

**Page 10 of 10**

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2011

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

